

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Feb 12, 2015

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Agreement with Garver, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with Garver, L.L.C. for Engineering Construction Administration Services for Zierdt Road, Project Nos. 65-06-RD01 & ACAA-62033-ATRP(008)

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Engineering contract for construction engineering and inspection (CE&I) plus contract administration (C/A) services for the Zierdt Road Northbound Lanes Construction project. This construction services contract which covers the building of two additional lanes plus median from Martin Road to I-565's southern right-of-way has a Not to Exceed (NTE) Ceiling Price of \$531,159.00. Account No. 23-6500-0813-8120

Associated Cost: \$531,159.00

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: [Signature]

Date: 2-3-15

BP
PK
WMB

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Engineering

Council Meeting Date: 2/12/2015

Department Contact: Lynn Majors

Phone # 256-427-5201

Contract or Agreement: Construction Administration Services

Document Name: Garver-Zierdt Road Project No. 65-06-RD01 & ACAA-62033-ATRP(008)

City Obligation Amount: \$531,159.00

Total Project Budget: \$531,159.00

Uncommitted Account Balance: 0

Account Number: 23-6500-0813-8120

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Kathy Martin</i>	<i>2-3-15</i>
2) Legal	<i>Wendy C. Cates</i>	<i>2-4-15</i>
3) Finance	<i>Alison</i>	<i>2/6/15</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 15-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with Garver, L.L.C. in a Not to Exceed (NTE) Ceiling Price of FIVE HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED FIFTY-NINE AND NO/100 DOLLARS (\$531,159.00) for Engineering Construction Administration Services for Zierdt Road, Project Nos. 65-06-RD01 & ACAA-62033-ATRP(008) in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and Garver, L.L.C. for Engineering Construction Administration Services for Zierdt Road, Project Nos. 65-06-RD01 & ACAA-62033-ATRP(008)" consisting of a total of eighteen (18) pages plus forty-two (42) additional pages consisting of Attachments 1-15, and the date of February 12, 2015, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of February, 2015.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 12th day of February, 2015.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
GARVER, L.L.C.
FOR
ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES
FOR
ZIERDT ROAD

Project I.D Numbers 65-06-RD01 & ACAA-62033-ATRP(008)
February 12, 2015

President of the City Council of the City of
Huntsville, AL
Date: February 12, 2015

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**AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
GARVER, L.L.C.
FOR
ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES
FOR
ZIERDT ROAD**

Project I.D Number 65-06-RD01 & ACAA-62033-ATRP(008)

THIS AGREEMENT made as of the 12th day of February in the year 2015, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GARVER, L.L.C., (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1** Professional engineering services for construction administration of Zierdt Road as further described in ARTICLES 2 and 3, and hereinafter called PROJECT.
- 1.2** By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.
- 1.3** Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

OMITTED

ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES OF THE ENGINEER

- 3.1** The ENGINEER shall provide to OWNER, professional services for activities that occur after the 100% submittal has been made. These services shall include, but not be limited to, consultation and advise, engineering support, design modifications, and shop drawing review.
- 3.2** The ENGINEER shall provide Construction Administration as described below and shall perform those duties and discharge those responsibilities set forth herein.
- 3.3** The ENGINEER shall represent the OWNER during construction. The ENGINEER shall act on behalf of the OWNER only to the extent provided herein. The ENGINEER shall be the OWNER'S design representative during performance of the PROJECT, shall consult with and advise the OWNER on all design and technical matters, and shall be the OWNERS representative in dealing with the construction contractor.
- 3.4** The ENGINEER shall attend pre-construction meetings, prepare monthly progress reports, review and approve invoices, review and approve change orders, attend and keep minutes of meetings with contractors, provide site inspection to the extent necessary to ensure construction is in conformance with the design, resolve the contractor's questions concerning interpretation of the construction documents, act as OWNERS representative in disputes and on claims, and attend public meetings arising out of the construction process.
- 3.5** The ENGINEER shall determine amounts owed to the contractor based upon examinations of the work, evaluations of the contractor's rate of progress in light of the remaining contract time and upon evaluations of the Contractor's Request for Payment, and shall approve, modify or deny the request for payment and report to the OWNER within ten (10) days of receipt of the request from the contractor.
- 3.6** The approval of a Request for Payment by the ENGINEER is an express warranty to the OWNER that the ENGINEER has made an examination of the work, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the construction contract, that all necessary and appropriate lien waivers have been submitted, and that the contractor is entitled to payment of the amount certified. In the case of unit price work the ENGINEER's recommendations for payment shall constitute a final determination of quantities and classifications of such work.
- 3.7** The ENGINEER shall be the initial interpreter of the requirements of the construction documents and the judge of the performance there under by the contractor. The ENGINEER shall act as the OWNER's advisor on claims. The ENGINEER shall render written or graphic interpretations and decisions necessary for the proper execution or progress of the Work with reasonable promptness on request of the contractor.
- 3.8** The ENGINEER shall reject work that does not conform to the contract documents unless directed by the OWNER, in writing, not to do so. Whenever, in the ENGINEER's opinion, it is necessary or advisable, the ENGINEER shall require special examination or testing of the work in accordance with the provisions of the construction contract whether or not such work is fabricated, installed or completed.
- 3.9** The ENGINEER shall review and approve, or take other appropriate action upon, the contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the ENGINEER of the contractor's submittal shall constitute the ENGINEER's representation to the OWNER that such submittal is in conformance with the PROJECT design concept, the construction documents, and the contract for construction. Such action shall be taken with reasonable promptness so as to cause no delay to the contractor or the PROJECT. OWNER shall receive a copy of all approved shop drawings, product data, samples, etc.

- 3.10** The ENGINEER shall promptly review and approve, or take other appropriate action on proposed "equal materials or equipment." The ENGINEER shall not approve any such proposed equal materials or equipment unless such equals conform to the PROJECT design concept, the construction documents, the contract for construction, and the estimated life cycle PROJECT projections.
- 3.11** The ENGINEER shall promptly review and evaluate the results of all inspections, tests and written reports required by the contract for construction, which were required by any governmental entity, or which were necessary or advisable. The ENGINEER shall take appropriate action on test results and shall promptly reject any work that does not conform to and comply with the requirements.
- 3.12** The ENGINEER shall promptly review, administer, manage, and advise the OWNER concerning, proposals and requests for change orders from the contractor. The ENGINEER shall prepare change orders for the OWNER's approval and execution in accordance with the construction contract. The ENGINEER shall not be authorized to "swap out" required changes with reduced construction requirements without the written consent of the OWNER. The ENGINEER shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests, and change orders.
- 3.13** The ENGINEER shall promptly notify the OWNER in writing of any information it obtains pertaining to any claim; alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims; or similar claims, involving any PROJECT contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the PROJECT.
- 3.14** The ENGINEER shall at all times have access to the work wherever it is located. The ENGINEER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the work.
- 3.15** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the ENGINEER are not included in Article 3. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1** Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.2** Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.3** Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.
- 4.4** Providing services not otherwise required herein which are made necessary solely by the default

of the Contractor or major defects or deficiencies in the work of the contractor. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.

- 4.5 Providing expert witness services and other services arising out of claims.
- 4.6 Provide services to stake site during construction.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

- 5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 5.5 When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER
- 5.6 The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

- 6.1 The ENGINEER shall commence services pursuant to this agreement as of February 13, 2015. The final completion date for the completion of construction administration services shall be July 31, 2016, as outlined in Article 3.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, a Not to Exceed (NTE) Ceiling Price of FIVE HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED FIFTY-NINE AND NO/100 DOLLARS (\$531,159.00) for construction administration services described in Article 3. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 NOT TO EXCEED (NTE) CEILING PRICE

NTE Ceiling price. The City of Huntsville (COH) will not be obligated to pay the ENGINEER any amount in excess of the NTE ceiling price as per Attachment "1", and the ENGINEER shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the COH notifies the ENGINEER in writing that the NTE ceiling price has been increased and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract. NTE ceiling price increase will be done by a written change order to the contract issued by the OWNER that will not require the ENGINEER's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended and material costs incurred by the ENGINEER in excess of the NTE ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Construction Administration Services –	
Not to Exceed (NTE) Ceiling Price of	\$531,159.00
TOTAL CONTRACT AMOUNT:	<u>\$531,159.00</u>

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The ENGINEER shall submit monthly invoices to the Administrative Officer, Engineering Division, for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

8.1.2 The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 3 and 4 within 60 days of receipt of valid invoice.

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

8.4 REIMBURSABLE EXPENSES

8.4.1 In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT. (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the

continental United States). Refer to website: www.irs.gov/pub/irs-pdf/p1542.pdf for more information;

- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

8.4.2 The ENGINEER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

8.5 W-9 TAXPAYER FORM

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for administration of subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

9.3 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

9.4 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

9.5 CANCELLATION OF WORK

This Agreement may be canceled by either party in the event of default or violation of any of the provisions of this Agreement by the other party, by written notice delivered to the address of record by registered mail giving ten (10) days advance notice of the intention to cancel. In the event of cancellation of this Agreement, ENGINEER shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of ENGINEER and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to OWNER.

9.6 CHANGES

9.6.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

9.6.2 If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

9.7 ENGINEER'S RECORDS

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

9.8 SEAL ON DOCUMENTS

9.8.1 Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.

9.8.2 When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.

9.8.3 When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use

proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.

9.8.4 Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.9 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the contractor.

9.10 ESTIMATE OF CONSTRUCTION COST

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

9.11 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9.12 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs ENGINEERs Protective Insurance.

B. Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

C. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

D. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

E. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

F. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit
\$ 2,000,000 Products - Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury
\$ 1,000,000 Each Occurrence

B. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors
\$ 1,000,000 Per Claim - Other Professionals

C. Automobile Liability:

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

D. Workers' Compensation:

As required by the State of Alabama Statute

E. Employers Liability:

\$ 1,000,000 Bodily Injury by Accident or Disease
\$ 1,000,000 Policy Limit by Disease

10.4 OTHER INSURANCE PROVISIONS:

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis.

The policies are to contain, or be endorsed to contain, the following provisions:

A. All Coverage:

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

10.5 ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

10.8 HOLD HARMLESS AGREEMENT:

A. Other Than Professional Liability Exposures:

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

B. Professional Liability:

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees, and expenses (including actual fees and expenses of

attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional services of the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

This Agreement shall be governed by the law of the State of Alabama.

11.2 INTENT AND INTERPRETATION

- 11.2.1** The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.
- 11.2.2** This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.
- 11.2.3** When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.
- 11.2.4** The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".
- 11.2.5** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.
- 11.2.6** Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

11.3 TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

11.4 SUCCESSORS AND ASSIGNS

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

11.5 THIRD-PARTY BENEFICIARIES

The City of Madison is considered to be a third party beneficiary to this Agreement. Otherwise, this Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, other than the City of Madison against the OWNER or the ENGINEER.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

11.7 SUBCONTRACT REQUIREMENTS

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor (s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices,

hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 FEDERAL IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11.10 STRICT COMPLIANCE

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

11.11 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

11.12 SEVERABILITY

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

11.13 ETHICS

The ENGINEER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The ENGINEER shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The ENGINEER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the ENGINEER, OWNER or PROJECT in which the ENGINEER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S subconsultants shall not offer services to the OWNER'S contractor.

11.14 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:
CITY OF HUNTSVILLE

BY: _____
Tommy Battle

TITLE: _____
Mayor

ATTEST: _____

Given under my hand this _____ day

Of _____, 2015.

Notary Public

My commission expires _____

ENGINEER:
GARVER, L.L.C.

BY: _____
Jerry D. McCarley

TITLE: _____
Vice President

ATTEST: _____

Given under my hand this 4th day

Of February, 2015.

Wm. J. Hollingsworth
Notary Public

My commission expires 3/28/15

ATTACHMENT 1
SCOPE OF SERVICES

(Refer to letter dated October 28, 2014, from Scott Leach to Kathy Martin and attachments).



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com



October 28, 2014

Ms. Kathy Martin, P.E.
Director of Engineering
City of Huntsville
320 Fountain Circle
Huntsville, AL 35801

Attn: Mr. William N. Boggess, PE/REM

**RE: Construction Engineering and Inspection (CE&I) Proposal
ALDOT Project No. ACAA 62033-ATRP(008)
CR-7 (Zierdt Road) Northbound Lanes from
North of CR-11 (Martin Road) to South of Madison Boulevard
In the City of Huntsville, Madison County**

Mr. Boggess:

We have made the requested revisions to our proposal for performing the CE&I Services on this very important project. Attached for your review are two (2) copies of the following:

- Appendix A – Proposed Scope of Services
- Appendix B – Man-Day Estimate and Fee Proposal
- Appendix C – Sub-consultant Proposal
- Appendix D – ALDOT Approved Indirect Cost Schedule

OMI, Inc. is our sub-consultant responsible for performing the Construction Materials Testing and Geotechnical Evaluations required for the project. A copy of their proposal is included in Appendix C. OMI's proposed fee is \$74,920. Garver's proposed fee for performing the work described in Appendix A is \$456,239 which includes \$3,746 as 5% sub-consultant administration expense. The Total Estimated Fee is \$531,159. Garver and OMI's Fee Schedules are valid for the duration of this contract. The project is a 240 working day construction contract. We anticipate construction to begin in March 2015; therefore, the estimated completion date for our contract is July 31, 2016.

We appreciate the opportunity to provide these services for the City. If you have questions or need additional information regarding this project or our proposal, please let me know. We look forward to working with you and the City of Huntsville on this very important project.

Sincerely,
Garver, LLC

A handwritten signature in blue ink, appearing to read 'Scott C. Leach'.
Scott C. Leach, PE
Senior Project Manager

Appendix A – Scope of Services

ALDOT Project No. ACAA 62033-ATRP(008)

CR-7 (Zierdt Road) Northbound Lanes from North of CR-11 (Martin Road) to South of Madison Boulevard
Madison County, Alabama

Garver, LLC, (Engineer) shall perform – or have performed – construction engineering and inspection, materials sampling and testing and contract administration services for the City of Huntsville, Alabama (the City) on a time and materials basis. The Engineer shall provide services, personnel and equipment as required by the City and further defined as follows:

SECTION 1 – CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

1.0 PURPOSE:

To provide the City with construction engineering, inspection, materials sampling, testing and contract administration for the construction of CR-7 (Zierdt Road) Northbound Lanes from North of CR-11 (Martin Road) to South of Madison Boulevard (the Project).

SCOPE:

The Engineer shall be responsible for construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The Engineer shall use effective control procedures to assure the construction of Projects is performed in reasonable conformity with plans, specifications and contract provisions. The Engineer shall provide professional, technical and administrative personnel, meeting requirements of the City in appropriate numbers at proper times to ensure responsibilities assigned under this Agreement are effectively fulfilled. Services shall be performed in accordance with established standard procedures and practices of the Alabama Department of Transportation (ALDOT). The Engineer shall maintain close coordination with the City and the Contractor(s) to ensure adequate personnel are available to perform the Scope of Services.

2.0 DEFINITIONS:

- A. Transportation Director: The chief executive officer of ALDOT.
- B. Chief Engineer: The individual appointed by the Transportation Director to administer technical phases of ALDOT.
- C. Bureau of Construction: One of the Bureaus of ALDOT charged with administering ALDOT's construction program.
- D. State Construction Engineer: Administrative head of the Bureau of Construction of ALDOT.
- E. Project Manager, Engineer: Qualified individual who has been assigned as the person in charge of a construction contract.
Project Manager, City: Qualified individual who has been assigned by the City to manage the Construction Engineering and Inspection contract formulated by this Agreement and will be in responsible charge and direct control of the Project.
- F. FHWA: The Federal Highway Administration of the United States Department of Transportation.
- G. Construction Contract: Construction work let under separate contract(s) by ALDOT to contracting firm(s).
- H. Contractor: Contracting firm or its designated representatives awarded contract(s) to do construction work.
- I. Construction Contract Suspension: Cessation of construction activity on a construction contract.

- J. Division Engineer: Administrative head of ALDOT's Division(s) or their designated representative.
- K. District Engineer: Administrative head of ALDOT's District(s) or their designated representative.
- L. State Bridge Engineer: Administrative head of ALDOT's Bureau of Bridge.
- M. State Design Engineer: Administrative head of ALDOT's Bureau of Design.
- N. Engineer: Consultant firm(s) retained by ALDOT/City to perform all construction engineering and administrative functions as defined in this Agreement.
- O. State Materials and Tests Engineer: Administrative head of ALDOT's Bureau of Materials & Tests.
- P. Division Materials Engineer: Employee designated by ALDOT to administer policies on materials sampling and testing in ALDOT's Division(s).
- Q. Consultant Design Engineer: Consultant designer retained to design aforementioned project.
- R. Division Construction Engineer: Employee designated by ALDOT to administer policies and procedures of construction projects covered by this Agreement in ALDOT's Division.
- S. City Engineer: Administrative head of the City's Engineering Department and/or their designated representative.

3.0 ITEMS TO BE FURNISHED BY THE CITY (or ALDOT) TO THE ENGINEER:

- A. The minimum Contract documents for each project shall be distributed to the Engineer via Division Engineer, by ALDOT's Office Engineer subsequent to award of construction contract for each project as follows:
 - 5 sets Construction Plans – Half scale
 - 3 sets Construction Plans – Full size
 - 2 sets Standard Drawings
 - 1 copy of Executed Contract
- B. Adequate supply of standard forms used in fulfilling technical services of this Agreement.

4.0 ITEMS FURNISHED BY THE ENGINEER:

- A. Document Compliance

The requirements outlined within printed documents are a condition of this contract. One copy of each document shall be available at Engineer's office at all times. Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this Agreement.

 - 1. All active Construction Information Memorandums issued, prior to or after execution of this Agreement, by ALDOT's State Construction Engineer. These procedures convey certain practices and procedures of ALDOT relating to construction supervision and administration of contracts. A copy of each Memorandum issued on or subsequent to execution of this Agreement shall be furnished to the Engineer in a timely manner by ALDOT's Division Construction Engineer.
 - 2. Guidelines for Operations issued by ALDOT.
 - 3. All Technical Advisories and Memorandums issued, prior to or after execution of this Agreement, by ALDOT's State Materials and Tests Engineer. The advisories convey certain practices and procedures of ALDOT relating to sampling and testing of materials used in construction projects. A copy of each advisory issued on or subsequent to execution of this Agreement shall be furnished to the Engineer in a timely manner by ALDOT's Division Materials and Tests Engineer.

4. ALDOT's Testing Manual as issued by ALDOT's State Materials and Tests Engineer. This manual sets out test frequency of acceptance samples and tests, sampling point, sample size, sampling and test methods and appropriate report forms for materials to be incorporated into construction projects. This Manual also contains Bureau of Materials and Tests (ALDOT) procedures referenced in the Manual and/or specifications and BMT worksheets and test report forms.
5. ALDOT Construction Manual. This manual describes in detail many of the procedures and practices of ALDOT relating to construction engineering and inspection.
6. Applicable ALDOT Standard Specifications for Highway Construction.
7. Applicable Roadway and Traffic Design Standards.
8. ALDOT's manual of Materials, Sources and Devices with Special Acceptance Requirements as issued by the State Materials and Tests Engineer.
9. FHWA Manual on Uniform Traffic Control Devices.
10. The AASHTO Standard specifications for Transportation Materials and Methods of Sampling and Testing.
11. Copies of all applicable ASTM Standards.
- B. The Engineer shall provide all survey equipment, photographic equipment, tapes, rulers, field books and other items necessary for the satisfactory performance of work. Quantity and quality of the items shall meet City Engineer's approval.
- C. Engineer shall provide other routine items necessary for satisfactory performance of work.

5.0 LIASON:

Engineer shall be responsible for fulfilling all functions required by this Agreement. Engineer's activities and decisions relating to Project are subject to review by the City. Engineer shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this Agreement. Personnel shall not be assigned to Project without approval of City. Construction engineering and inspection forces shall be required of the Engineer at all times when required by the City. If construction contract is suspended, the Engineer's forces shall be adjusted at the direction of the City to correspond with type of suspension, either complete suspension or partial suspension.

6.0 COOPERATION AND PERFORMANCE OF THE ENGINEER:

During the period of this Agreement, the City shall conduct reviews of various phases of Engineer's operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this Agreement and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with ALDOT policies, plans, specifications, and contract provisions. The City shall have complete access, at all times, to project site, project office, all project records, and any other Engineer items associated with Project or this Agreement. The Engineer shall cooperate and assist the City representatives when conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by Engineer in conformance with the City's recommendations. The City's remedial recommendation and the Engineer's actions are to be properly documented by the City. The Engineer shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the Engineer's services hereunder contain errors, omissions, or are not compliant with terms of said contract, the Engineer, upon receipt of written notice of such defects from the City, shall correct

such errors, omissions, or noncompliance at its own expense. Federal Aid projects are subject to review by representatives of FHWA. Additional State personnel may make special reviews. The Engineer shall fully cooperate with and assist in making such reviews.

7.0 REQUIREMENTS:

A. General:

It will be Engineer's responsibility to provide services necessary for contract administration to produce construction in reasonable conformity with plans, specifications, and contract provisions. Engineer shall advise City and shall document any omissions, substitutions, defects, and deficiencies noted in the work of Contractor and the corrective action taken.

B. Survey Control:

The Engineer may be requested to reestablish project survey controls. The Engineer may be requested to provide project surveying to fulfill project requirements.

C. Project Inspection:

The Engineer shall provide services to monitor and document Contractor's construction operations. Engineer shall test, inspect and document all construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans, specifications and other contract provisions. Engineer may be responsible for monitoring and approving asphalt production. The State and/or City shall monitor all other off-site activities and fabrication (including pre-stress production). Engineer shall keep detailed, accurate records of Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the State for inspection of construction projects are set out in the State's Construction Manual. Engineer shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate. Engineer will conduct the necessary inspections in accordance with requirements of the NPDES Permit for the Project; these inspections will be performed at least monthly and immediately following a significant rainfall. Engineer will prepare and submit these reports to the City.

D. Testing:

Engineer will perform sampling and testing of materials and completed work items to the extent it will assure materials and workmanship incorporated in Project is in reasonable conformity with plans, specifications and contract provisions. Engineer will meet minimum sampling frequencies set out in State's Testing Manual. City reserves the right to require additional sampling and testing. Engineer will be responsible for securing control samples and using test results to determine acceptability of all materials and completed work items. Engineer will be responsible for verification of certified test reports as required by Bureau of Materials and Tests, DOT label, DOT stamp, etc., as needed. Engineer will be responsible for progress record sampling. City will monitor effectiveness of Engineer testing procedures thru surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. Engineer will inform City of schedules for sampling and testing as work progresses so sampling can be accomplished by State at proper times. Sampling and testing will be as required by ALDOT's Testing Manual or as modified by contract provisions. Engineer will perform inspection of hot-mix asphalt operations.

E. Management Engineering Services:

Engineer shall perform management engineering services necessary to: assure proper coordination of activities of parties involved to accomplish completion of project; maintain complete, accurate records of activities and events relating to project; properly document

significant changes to project; provide interpretations of plans, specifications and contract provisions; make recommendations to City to resolve disputes that may arise in relation to construction contract; and maintain adequate surveillance of Contractor's activities.

Engineer shall perform other management engineering services normally assigned to a project that are required to fulfill the Engineer's responsibilities under this Agreement. All recordation and documentation shall be in accordance with standard ALDOT procedures, formats and content. Engineer services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for each project. Record significant information revealed and decisions made at conference and if requested by the City, distribute copies of said minutes to appropriate parties. Engineer may be required to conduct the pre-construction conference.
2. Complete and maintain full and accurate daily record of all activities and events relating to Project. Record work completed by Contractor, including quantities of pay items in conformity with Final Estimate preparation procedures and specifications. Engineer will prepare Monthly Progress Pay Estimates based on the acceptable work performed by contractor each month in accordance with ALDOT Pay Estimate preparation procedures and specifications. Engineer shall immediately report to the City changes in pay items, project time, or cost as soon as they become known to Engineer.
3. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the State. Said diaries and reports shall be kept up-to-date on a daily basis.
4. Maintain a project log of all materials entering into work with proper identification of basis of acceptance for each shipment of material.
5. Maintain project records of sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. Engineer will verify, certify and document work items requiring performance periods (curing period, operational period, etc.)
6. Prepare and submit monthly to the City a comprehensive tabulation of quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.
7. Provide interpretations of plans, specifications and contract provisions. Engineer shall consult with the City when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.
8. Field problems are difficulties encountered in construction thru circumstance that may or may not be under control of Contractor, requiring a degree of engineering evaluation and decision. Field problems may involve the following: out of tolerance work, out of specification material, structural defect, accidental damage, underground obstruction, etc. These problems may impact execution, progress, cost or quality of project. It is of importance problems be resolved expeditiously. Engineer will ensure solutions are pursued and implemented as quickly as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, Engineer will assemble relevant information to include proposals from Contractor. Engineer will document and evaluate these in a concise and orderly manner, by reviewing all information and circumstances. Engineer will make recommendations to the City on a course of action to minimize delays and costs while achieving an acceptable result. Engineer of Record (Designer) or State Construction Engineer, depending on the nature of the proposal are responsible for structural engineering analysis of Contractor's proposals, determining acceptability

of proposals and meeting the requirements of said design. However, Engineer will be responsible for ensuring the City is provided all relevant information and shall appraise and make recommendations to the City of project related circumstances that may have an influence upon the solution. In particular, Engineer shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project. By utilizing Engineer personnel and resources, Engineer shall assess both the technical and contractual implications upon said project of any proposals presented by Contractor. Engineer shall consider likely impacts upon project in regard to costs, delays, potential claims, management, contract administration, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The engineer shall make these assessments in order to formulate his recommendations and will then forward the said assessments and recommendations to the City, together with proposals from Contractor. The Engineer shall be a liaison and cooperate with the City in resolving any problems. Upon resolution and approval of technical solution, Engineer will ensure approved remedial measures are completed in a technically competent and satisfactory manner. Engineer will be responsible for contract administration and management normally associated with implementing remedial measures. In situations where Engineer does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, Engineer will formulate his assessment and recommendation and cooperate in resolving the problem. The Engineer shall ensure proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize delays and costs.

9. Engineer will analyze change to plans, specifications, contract provisions and extra work that appear necessary to fulfill intent of contract. Engineer will recommend changes to the City for approval. Approval must be obtained before changes or extra work.
10. When a modification to the original contract is required, due to a necessary change in character of work, Engineer, in conjunction with the City, shall negotiate prices with Contractor and prepare and submit a recommendation to the City for approval. The City will distribute Supplemental Agreements and obtain required approvals.
11. If Contractor gives written or verbal notice certain work is out of scope of construction contract and intends to claim additional compensation, Engineer will maintain accurate documentation in accordance with contract requirements of cost involved in such work.
12. In the case where Contractor submits a claim for additional compensation, Engineer will analyze submittal in conjunction with the City. Engineer may be required to provide recommendation on validity and reasonableness of requested additional compensation and/or contract time extension. Engineer shall maintain complete and accurate documentation of work involved in such claims.
13. In the case where Contractor submits request for extension of allowable contract time, Engineer will analyze request and prepare recommendation to the City covering accuracy of statements and effect of delaying factors on completion of controlling work items. Engineer will make recommendations weekly, or at other times as necessary, to the City on all delays. This recommendation is needed to justify time extension.
14. Engineer shall prepare and submit to the City a final estimate with documentation and one (1) set of record as-built plans for each project. All changes made to plans, which involve Engineer, shall be signed and sealed by Engineer and the City. This task must be

completed within a timely manner or in accordance with current ALDOT Standard Specifications from the earliest project acceptance date.

15. At request of the City, Engineer shall assist the City in preparing for litigation hearings that may occur during the term of this Agreement in connection with the project. **(Extra Work and not included in Engineer's scope of services or fee proposal.)**
16. Engineer shall monitor and document Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures.
17. Engineer will review and document Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist State's Equal Employment Opportunity Specialist as requested, and review and document D.B.E. (Disadvantaged Business Enterprises) activities to insure compliance of contract goals.
18. Engineer will review and document construction to extent necessary to determine if construction activities violate requirements of any permits. Project Manager will notify Contractor, in writing, of any violations or potential violations and require his immediate resolution of said problem. Violations shall be reported to the City immediately.
19. Shop drawing/sample submittal and approvals will be logged by the State. Tracking will include maintaining a log book of the status of each submittal progressing thru review and approval. Engineer will encourage all reviewers to accomplish reviews promptly.
20. Engineer will assist Contractor and utility companies in resolving conflicts so conflicting utilities are timely removed, adjusted or protected to minimize delays to construction operations. Documentation will be maintained according to the State's procedures.
21. Project Manager and Engineer on project will conduct meetings with Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. Results of these meetings shall be recorded in project diary.
22. Engineer may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.
23. Engineer may be required to respond to inquiries from various persons, i.e., public media, property owners, local agencies, State agencies, Federal agencies, etc., and inform the City of these inquiries.
24. Engineer may be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-sections for monthly estimates and other engineering required to complete the construction project.

8.0 SUBCONSULTANT SERVICES:

The Engineer has subcontracted materials sampling and testing services to OMI, Inc. Their proposal, scope of services, and fee schedule is attached as **Appendix C**.

9.0 CLAIMS REVIEW (Additional Services not included in this Agreement):

If Contractor for Project submits a claim for additional compensation and/or time after Engineer has completed this Agreement, Engineer will, by written request from the City, analyze the claim, prepare a recommendation to the City covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of said claim. Compensation for these services will be mutually agreed between the City and Engineer before performing Services.

- A. Engineer will, upon written request, assist City in preparing for hearings or litigation that occur after Engineer's contract time in connection with Project covered by this Agreement.
- B. Engineer shall, upon written request, provide qualified Engineers, Inspectors and/or Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the City in any litigation or hearings in connection with said construction contract.

APPENDIX B - Manday Estimate and Fee Proposal

ALDOT Project No. ACAA 62033-ATRP(008)
 CR-7 (Zierdt Road) Northbound Lanes from North of CR-11 (Martin Road) to South of Madison Boulevard
 Madison County, AL

Original Submitted October 16, 2014 Revision #1 Submitted October 28, 2014

LABOR ESTIMATE		Hourly	Estimated	Total	Comments/Assumptions
Employee Classification	Billing Rate	Man-hours			
Senior Project Manager	\$198.35	139		\$27,571	
Professional Civil Engineer	\$119.64	409		\$48,933	
Sr. Inspector	\$98.22	2118		\$208,030	
Level II Inspector	\$47.90	789		\$37,793	
Administrative Assistant	\$89.42	765		\$68,406	
Land Surveyor	\$123.65	30		\$3,710	Original x-sections & construction qty verification surveys
2-Man Survey Crew	\$95.53	300		\$28,659	Original x-sections & construction qty verification surveys
Total Estimated Labor Charges =				\$423,101	
Estimate of Project Related Direct					
Costs and Expenses	Rate/Unit	Total Units	Total		Comments/Assumptions
Reimbursable Mileage	\$0.560	12,000	\$6,720		
Supplies, Copies, Postage, etc.	Varies	N/A	\$20,000		Total Amount Estimated for other expenses
Sub-total Direct Costs =				\$26,720	
+ 10% Profit =				\$2,672	
Total Direct Costs =				\$29,392	
Construction Materials Testing Subconsultant (OMI, Inc.) = \$74,920					
+ 5% Sub-Consultant Administration = \$3,746					
Total Sub-Consultant Services =				\$78,666	
Hourly Billing Rates are based on Garver's FY 2013 ALDOT approved FAR/Audited CFR Part 3 and employees we expect to use on the project. Our approved Combined General Overhead Rate of 190.34% & FCCM Rate of 0.44% has been used for office employee hourly billing rates. Our approved Field Services Overhead Rate of 128.94% & FCCM Rate of 0.38% has been used for field services employee hourly billing rates. The hourly billing rates for all employees that work on this project will be calculated and based on the following formula: {Direct Labor Rate + (OH Rate x Direct Labor Rate)} x 1.1 + (Direct Labor Rate x FCCM Rate)					
Grand Total Estimated Budget =				\$531,159	

Note: This Fee Proposal Estimate is based on a 240 working day contract duration with the City providing an inspector for the project.

**CR-7 (Zlerdt Road) Northbound Lanes from North of CR-11 (Martin Road) to South of Madison Boulevard
Madison County, AL**

ALDOT Project No. ACAA 62033-ATRP(008)

MANHOUR ESTIMATE

GENERAL SCOPE OF CONSTRUCTION ENGINEERING & INSPECTION SERVICES TO BE PROVIDED										Senior Project Manager	Professional Civil Engineer	Senior Inspector	Level II Inspector	Administrative Assistant	Land Surveyor	2-Man Survey Crew
A. General																
Provide contract administration and document omissions, substitutions, defects & deficiencies noted in the work of contractor and the corrective action taken.										4	40	40	10	8		
3. Survey Controls																
Reestablish project survey controls and provide project surveying and quantity verification survey estimates during the course of the project.											8		16		30	300
2. Project Inspection																
Monitor & document contractor's operations; test, inspect, & document construction materials; & keep accurate, detailed records of contractor's daily activities										10	80	1600	400	20		
2. Testing (Materials Sampling & Testing Estimated Man-hour & Fee Proposal from OMI, Inc. is attached.)																
Coordinate with Contractor & OMI, Inc. to ensure appropriate sampling & testing of construction materials is performed as required by ALDOT Testing Manual											10	40	40	20		
3. Management Engineering Services																
Attend/Conduct/Participate in Pre-Construction Conference, record information at conference, and prepare & distribute copies of meeting minutes										2	1	2	1	8		
Complete & Maintain full & accurate daily record of activities & events related to project; Record work completed by Contractor, including pay item quantities											20	120	80	60		
Complete & Maintain Project Diaries and Inspector's Daily Reports as required by ALDOT on a daily basis											20	120	80	120		
Maintain a project log of all materials entering into work with proper identification basis of acceptance for each shipment of material											10	20	40	40		
Maintain & analyze records of sampling & testing accomplished; Record field reports; verify, certify, & document work items requiring performance periods											10	20	40	40		
Prepare & Submit tabulation of quantities of items satisfactorily completed based on records & recorded calculations to be used in Monthly Progress Estimate										20	40	20	20	60		
Interpret Plans, Specifications & Contract provisions; Consult with ALDOT/City as needed when interpretation may have impact on cost/quality of work										20	20	40	20	40		
Ensure field problem solutions are pursued & implemented as soon as possible; Assemble relevant information; Assess impacts; Recommend Solutions										12	24					
Analyze plans, specifications, & contract provisions for extra work that appears necessary to fulfill contract intent; Recommend changes for ALDOT/County approval										8	24			20		
Negotiate prices for modifications to original contract if required due to necessary changes in character of work; prepare/submit recommendations										8	20					
Maintain accurate documentation of costs involved in work contractor claims is beyond original scope of construction contract										2	4	8	4	1		
Maintain accurate documentation of work involved in contractor claims for additional compensation; prepare recommendations on validity & reasonableness										2	4	6	2			
Analyze contractor request for extension of allowable contract time; Prepare recommendation covering accurate summary of statements & events										2	4					
Assist in preparation for hearings or litigation that may occur during the term of the Agreement in connection with the project as needed (Extra Work)										8	20	20		40		
Prepare & Submit Final Estimate with documentation and one (1) set of record as-built plans for contract including all changes made to plans																
Assist in preparation for hearings or litigation that may occur during the term of the Agreement in connection with the project as needed (Extra Work)											8	8	16	80		
Monitor & document Contractor compliance with contract provisions in regard to payment of predetermined wage rates; including sub-contractor compliance											4			80		
Review & document Contractor compliance w/ EEO & AA requirements; Assist State's EEO Specialist; Review & Document DBE activities per contract goals											10	10	10	20		
Review & document whether construction activities violate any permit requirements; Notify contractor of problems & require immediate resolution of such										8	4			12		
Actively Encourage the review of all logged Shop drawings, working drawings, sample submittals & approval requests so approvals are accomplished promptly										12	8			20		
Assist Contractor & Utility Companies in resolving conflicts in a timely manner to minimize delays to construction operations; Document conflicts as needed										8	8	20		40		
Conduct Meetings with contractor, sub-contractor, &/or utility companies to review plans, schedules, problems, or areas of concern & record meetings in Diary																
Conduct & document field reviews of maintenance of traffic operations as needed after normal working hours, weekends, & holidays												20	10	10		
Respond to inquiries from Public; Media; Property Owners; Local, State, &/or Federal Agencies, etc. and Inform County/State of inquiries										8				2		
Prepare Requests for Information to Engineer of Record and/or engineering recommendations on work that may necessitate changes to Design Plans										5	8	4		24		
Total Hours by Classification Estimated for Construction Engineering & Inspection Services:										139	409	2118	789	765	30	300

NOTE: The estimated hours for performing the above tasks are based on a 240 working day contract with the City providing an Inspector for the project. Underruns in any task(s) may be used to offset overruns in any task(s)

OMI, Inc.

October 16, 2014

Garver
5125 Research Drive NW
Huntsville, Alabama 35805

ATTN: Mr. Scott Leach

SUBJECT: Proposal for Construction Materials Testing Services
Zierdt Road Widening
ALDOT Project No: ACAA62033 - ATRP (008)
Huntsville, Alabama
OMI Proposal No. P-4328B

Gentlemen:

OMI is pleased to present this proposal to provide Construction Materials Testing (CMT) services for the above referenced project. In preparation of this proposal OMI has reviewed drawings and specifications for the planned roadway.

OMI understands that this is an ATRIP project funded by ALDOT. Therefore, all testing performed will be in accordance with the 2012 ALDOT Specifications, ALDOT's Testing Manual, and ALDOT's Construction Manual. OMI will provide technicians and personnel with current ALDOT certifications to perform all applicable construction materials testing services required for this project.

OMI provided the Geotechnical Investigations and Engineering services and reports for this project. The OMI geotechnical report provided the recommendations concerning earthwork, soft soils, and the design of the required pavement for this project. It is not economically feasible to perform enough exploratory borings to identify all subsurface conditions along the entire 3-mile length of the project. Some conditions influencing the design may not become known until construction is in progress. Close monitoring of the mass grading and construction operations will be critical in achieving the intended design recommendations and subgrade structural support. Therefore, we recommend OMI be present to monitor and or provide recommendations

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during earthwork and construction operations as needed. As observations and inspections are completed, OMI will provide Garver with reports submitted on the appropriate ALDOT Bureau of Materials and Tests (BMT) forms.

SCOPE OF SERVICES

Earthwork - Observations/Sampling/Testing

OMI will perform observations and testing during the earthwork activities as part of the quality control for the project. Observations and testing will include, but are not limited to, the following:

1. **Preliminary Subgrade Observations:** OMI will observe the site after it has been stripped where appropriate, to compare the exposed soils with the condition identified in the subsurface report. An OMI Project Engineer will observe a proof roll of areas to receive fill prior to fill placement. The Project Engineer will be available to provide recommendations for additional undercut that may be required due to unsuitable subgrade soil conditions, and provide recommendations to Garver as needed. In the event areas proof rolled require undercutting, a follow up evaluation and/or proof roll will be conducted by the Project Engineer once undercuts have been completed to observe that suitable conditions are present to begin fill operations.
2. **Sampling/Lab Testing:** During the initial subgrade observations process, an Engineering Technician will be on-site to collect bulk samples to be used for lab testing. Proctor tests will be performed in accordance with ALDOT specifications. Reports will be provided that indicate the sampled soil's maximum dry density and optimum moisture content to be used when checking field in-place compaction. Lab tests will be performed in accordance with accepted standard Proctor test methods and procedures (AASHTO T-99).

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3. Density Testing: An OMI Engineering Technician will observe fill placement for conformance with project requirements, perform nuclear density testing and document moisture/density test results during earthwork operations as well as backfilling and/or other excavations in structural fill areas.

Note: Non-compliant observations and/or test results will be reported to Garver's Project Engineer and/or contractor personnel so corrective action can be taken and documented. Retests for noncompliant work performed by the contractor are not included in the cost to perform required services for this project and will be billed at the standard unit rates listed on the attached OMI Fee Schedule.

Subgrade for Pavement Areas - Observation/Sampling/Testing:

OMI will perform observations and testing during the preparation of subgrade for paving as part of the quality control for the project. Observations and testing will include, but are not limited to, the following:

1. Initial Soil Subgrade Observations: The OMI Project Engineer will observe a proof roll of subgrade areas once passing soil density tests have been performed. This proof roll will check for soft areas prior to the placement of crushed aggregate base materials.
2. Sampling/Lab Testing: An OMI Engineering Technician will collect samples of crushed aggregate base materials for testing to determine maximum dry density and optimum moisture content for compaction in accordance with modified Proctor test methods and procedures (AASHTO T-180).
3. Density Testing: An OMI Engineering Technician will perform in-place nuclear density testing of crushed aggregate base materials to check that field compaction meets project requirements.

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4. Final Proof Roll: The OMI Project Engineer will observe a final proof roll of the crushed aggregate base materials once passing nuclear density tests have been performed. This proof roll will check for soft areas prior to asphalt placement.

Note: Non-compliant observations and/or test results will be reported to Garver's Project Engineer and/or contractor personnel so corrective action can be taken and documented. Retests for noncompliant work performed by the contractor are not included in the cost to perform required services for this project and will be billed at the standard unit rates listed on the attached OMI Fee Schedule.

Cast-in-Place Concrete – Storage/Sampling/Testing:

During Construction, OMI will provide sampling and testing for all cast-in-place structural concrete. Garver will be responsible for notifying OMI prior to placing concrete and for on-site storage of field cast test cylinders. Adequate notice should be given to ensure the testing frequency requirements are properly followed.

1. Specimen Storage: OMI assumes the Contractor will provide on-site storage containers (curing boxes) capable of controlling temperatures within the range specified by ASTM C31 and ALDOT specifications for initial curing of the concrete cylinder samples.
2. Concrete Sampling: OMI will collect samples and perform tests for slump, outside air and concrete temperature, entrained air content (and unit weight, when applicable) when cylinders are made. When requested, OMI will obtain one composite sample for each day's pour of each concrete mixture for every 50 cubic yards placed and mold sets of 4 cylinder samples (6" x 12") for compressive strength testing. Sampling frequency will be in accordance with ALDOT specifications, provided OMI is appropriately notified. Additional cylinders will be made upon request and billed according to the attached fee schedule.

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3. Compressive Strength Testing: OMI understands that ALDOT will perform compressive strength tests on all cylinders. However, OMI can perform these tests if necessary and they will be billed according to the attached fee schedule. If required, the cast cylinders will be transported by OMI to the ALDOT First Division Laboratory prior to the test date. Transportation fees will be billed according to the attached fee schedule.

Note: Non-compliant observations and/or test results will be reported to Garver's Project Engineer and/or contractor personnel so corrective action can be taken and documented. Retests for noncompliant work performed by the contractor are not included in the cost to perform required services for this project and will be billed at the standard unit rates listed on the attached OMI Fee Schedule.

Asphalt Pavement – Sampling/Testing:

OMI will perform tests and observations in the pavement areas to include:

1. Observations During Paving: OMI will observe the placement of asphaltic materials and record production temperatures as specified in the job specifications.
2. Density Testing: OMI will perform field density tests on the fresh asphalt to check compaction.
3. Asphalt Coring: OMI will sample the in-place asphalt using a coring machine. The OMI Project Engineer will give direction as to the location of these samples. Samples will be obtained in accordance with ALDOT specifications.
4. Asphalt Lab Testing: OMI understands that ALDOT will perform laboratory testing of all asphalt samples obtained on this project. However, OMI can perform these tests if necessary and they will be billed according to the attached fee schedule. If required, the

Garver
 OMI Proposal No. P-4328B
 October 16, 2014
 Page 6

asphalt samples will be transported by OMI to the ALDOT First Division Laboratory. Transportation fees will be billed according to the attached fee schedule.

Note: Non-compliant observations and/or test results will be reported to Garver's Project Engineer and/or contractor personnel so corrective action can be taken and documented. Retests for noncompliant work performed by the contractor are not included in the cost to perform required services for this project and will be billed at the standard unit rates listed on the attached OMI Fee Schedule.

COST

OMI, Inc., proposes to perform the testing outlined in the earthwork, subgrade, concrete, and asphalt sections above at our standard unit rates on an on-call basis for an estimated fee of \$74,920.00. Additional testing beyond the plans and specifications or in addition to those outlined above will be performed at the rates shown in the attached OMI Fee Schedule. The following is a breakdown of the estimated fee to perform these services:

STAFF POSTION	UNIT RATE	QTY	SUBTOTAL
Senior Engineer	\$125/hr.	50	\$6,250.00
Professional Engineer	\$90/hr.	165	\$14,850.00
Graduate Engineer	\$75/hr.	96	\$7,200.00
Project Manager	\$60/hr.	50	\$3,000.00
Field Technician	\$42/hr.	640	\$26,880.00

OMI, Inc.

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TESTS/SERVICES	UNIT RATE	QTY	SUBTOTAL
Atterberg	\$60 ea.	10	\$600.00
Collect Bulk Samples	\$26 ea.	10	\$260.00
Standard Proctor	\$100 ea.	8	\$800.00
Modified Proctor	\$110 ea.	2	\$220.00
Nuclear Gauge Rental	\$45/day	100	\$4,500.00
Concrete Field Equipment	\$50/day	60	\$3,000.00
Coring Machine Rental	\$80/day	15	\$1,200.00
Mileage	\$0.56/mile	11,000	\$6,160.00
TOTAL =			\$74,920.00

SCHEDULE AND AUTHORIZATION

OMI, Inc., will perform the work at the direction of Garver. OMI seeks to perform all testing listed in the sections above. To achieve this goal, we will coordinate with and rely on the general contractor and Garver to notify us when testing will be required. Twenty-four hours notice should be given to schedule the services; however, we will attempt to respond to every request.

To authorize OMI, Inc. to provide these services, please execute and return the attached Work Authorization Sheet. Please indicate any special instructions or procedures on the sheet.

OMI, Inc.

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OMI Proposal No. P-4328B
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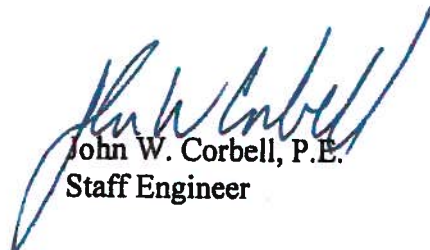
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OMI, Inc., appreciates the opportunity to provide this proposal to Garver. If you have questions regarding this proposal or if we may be of additional assistance, please contact the undersigned.

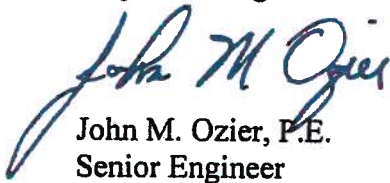
Very truly yours,
OMI, Inc.



Steve Smith
Project Manager



John W. Corbell, P.E.
Staff Engineer



John M. Ozier, P.E.
Senior Engineer

Distribution: 1 Copy to Addressee via E-mail: scleach@garverusa.com

Attachments: Fee Schedule
General Conditions
Work Authorization Sheet

OMI, Inc.

OMI, Inc.**Fee Schedule for Construction Materials Testing Services****Personnel Hourly Rates**

		Per
Field Technician, field density tests, asphalt monitoring	\$42.00	hour
Senior Engineering Technician, proofrolling and footing observations	\$49.00	hour
ACI Level I Tech (concrete, mortar and grout tests)	\$43.00	hour
Senior Engineering Technician, Steel observations	\$53.00	hour
Laboratory Technician	no additional charge	
Project Manager, professional review	\$60.00	hour
Graduate Engineer	\$75.00	hour
Environmental Scientist	\$85.00	hour
Professional Engineer	\$90.00	hour
Principal Engineer, Registered	\$125.00	hour
Secretary	\$42.00	hour
CADD Operator	\$45.00	hour

Laboratory Tests (Personnel costs are included)

Moisture Content	\$6.00	each
Atterberg Limits, ASTM D423 and D424	\$60.00	each
Sieve analysis, ASTM D422	\$60.00	each
Standard Proctor compaction test, ASTM D698	\$100.00	each
Modified Proctor compaction test, ASTM D1557	\$110.00	each
Density and air voids of asphalt cores	\$55.00	each
Asphalt extraction and sieve analysis	\$105.00	each
Concrete Compression Test; curing, testing and disposal	\$20.00	each

Equipment and Miscellaneous

Reimbursable expenses	Cost plus 5%	
(equipment rental, printing drawings and outsourced laboratory tests.)		
Concrete Field Equipment (slump cone, unit weight scale, air meter)	\$50.00	day
Mileage	\$0.56	mile
Nuclear Gauge Rental, per unit	\$45.00	day
Bulk samples for laboratory tests	\$26.00	each
Asphalt coring machine and equipment rental, per day	\$80.00	day

Rates are portal to portal. Overtime at 1.5 times rate is time before 7:00 a.m. and/or after 5:00 p.m. weekdays, any work on Saturdays, Sundays, or Holidays, or over 8 hours per day.

Minimum Charge, 4 hours, per trip.

To: William F. Adams, P.E.
Design Bureau Chief

Attn: David Welch
Consultant Management Engineer

From: External Audit Section

Subject: Signed Audit Agreement Approval Form(s)
and/or Audit Explanation Letter(s) for
further processing.

Date: 7-31-2014



ALABAMA DEPARTMENT OF TRANSPORTATION

FINANCE AND AUDITS BUREAU

1409 Coliseum Boulevard
Montgomery, Alabama 36110



Robert Bentley
Governor

July 31, 2014

John R. Cooper
Transportation Director

TO: William Adams
Design Bureau Chief

ATTN: David Welch
Consultant Management Engineer

FROM: Bureau of Finance and Audits, External Audits Section

Subject: Garver
Review of the Schedule of Indirect Costs
Cognizant Agency: Arkansas State Highway and Transportation Department
For Fiscal Year Ended December 31, 2013
Audit Report Number: R14-COHDR-39

Attached are the original and one copy of the above referenced audit. We are attaching a copy of our report for you to forward to the consultant at your discretion. Please furnish us a copy of your transmittal, as the consultant has thirty (30) days from the date of transmission to appeal any audit findings to the Director of Finance. In addition, please inform us of the amount of the contract awarded to the consultant at the conclusion of the negotiations.

Respectfully,

A handwritten signature in cursive script, reading "George Rall".

Prepared by: George Rall
External Auditor

A handwritten signature in cursive script, reading "Rosie M. Fagg".

Reviewed by: Rosie M. Fagg
External Audit Supervisor

A handwritten signature in cursive script, reading "John Whiteside".

Submitted by: John Whiteside
External Audit Manager

A handwritten signature in cursive script, reading "Jeff Hornsby".

Approved by: Jeff Hornsby
Assistant Director of Finance and Audits



ALABAMA DEPARTMENT OF TRANSPORTATION
FINANCE AND AUDITS BUREAU
 1409 Coliseum Boulevard
 Montgomery, Alabama 36110



Robert Bentley
Governor

July 31, 2014

John R. Cooper
Transportation Director

TO: William Adams
 Design Bureau Chief

ATTN: David Welch
 Consultant Management Engineer

FROM: George Rall
 External Auditor *GR Rall*

APPROVED: Rosie M. Fagg
 External Audit Supervisor *[Signature]*

SUBJECT: Garver
 Review of the Report on the Schedule of Indirect Costs
 For the Fiscal Year Ended December 31, 2013
 Audit Report Number: R14-COHDR-39

As per your request, an office review has been made of the Consultant's Schedule of Indirect Costs. The schedule was audited by the accounting firm of Rasco Winter Abston Moore & Associates, LLP of Little Rock, Arkansas. The Arkansas State Highway and Transportation Department performed a cognizant review of the CPA's examination and supporting workpapers.

Our review of the schedule revealed no exceptions.

Listed below is a summary of the new rates.

<u>Description</u>	<u>Rates</u>
Home Indirect Cost Rate	199.42%
Home Facilities Capital Cost of Money Rate	0.45%
Field Indirect Cost Rate	128.94%
Field Facilities Capital Cost of Money Rate	0.38%

Pursuant to Section 307 of the National Highway Systems Designation Act of 1995 we are accepting these rates for Alabama only. Our acceptance of these rates in no way constitutes approval for any other governmental agency, Federal, State or Local to use them.

Based upon the above, approval of the audited rate is recommended.

Cc: Bill A. Flowers, Director of Finance and Audits



Att. 1 - Pg. 24 of 25 - 02/12/15
ALABAMA DEPARTMENT OF TRANSPORTATION
FINANCE AND AUDITS BUREAU
1409 Coliseum Boulevard
Montgomery, Alabama 36110



Robert Bentley
Governor

July 31, 2014

John R. Cooper
Transportation Director

Beverly M. Roberson, Controller
Garver
4701 Northshore Drive
North Little Rock, Arkansas 72118

RE: Approved Indirect Cost Rate for Fiscal Year Ended December 31, 2013

Dear Beverly M. Roberson,

The External Audit Section of the Bureau of Finance and Audits has reviewed the information you provided to support your proposed indirect cost rate.

The review of the schedule revealed no exceptions.

The following rates have been approved for Fiscal Year Ended December 31, 2013. The rates are valid until six months after the next fiscal year.

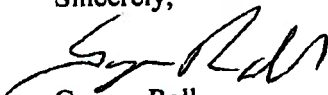
Home Indirect Cost Rate	199.42%
Home Facilities Cost of Capital Rate	0.45%
Field Indirect Cost Rate	128.94%
Field Facilities Cost of Capital Rate	0.38%

The rates are good for the use on Alabama Department of Transportation (ALDOT) agreements; it should not be considered a cognizant rate. Local public agencies or other state DOT's are encouraged to use the above rates with that understanding. ALDOT retains the right to adjust the above rates should a cognizant approval occur by another agency after this date.

This approval letter was prepared for, and is intended for the use of the ALDOT. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. § 112 (b)(2)(E).

If you have any questions, please contact me at 334-244-6249.

Sincerely,


George Rall
External Auditor

Att 1 - Pg 25 of 25 - 02/12/15

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

July 21, 2014

Herbert J. Parker, Jr., PE
Garver Engineers
4701 Northshore Drive
North Little Rock, AR 72118

Dear Mr. Parker,

We have performed a cognizant review of the audit and supporting workpapers, of the Indirect Cost Rate(s) of Garver Engineers as presented in the "Combined Statement of Direct Labor, Fringe Benefits and General Overhead-with Field Services Rate" for the year ended December 31, 2013 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7.

The audit was performed by the independent CPA firm of Rasco Winter Abston Moore & Associates, LLP. The firm represented that the audit was conducted in accordance with *Government Auditing Standards* as promulgated by the Comptroller General of the United States of America and the audit was designed to determine that the indirect cost rate(s) were established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit, and supporting workpapers for the Indirect Cost Rate(s), and the related Accountant's Report(s), we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards with one exception. Our review of the executive compensation analysis resulted in a minor adjustment which is reflected in the rates below.

Accordingly, we recommend acceptance of the following rates:

Company Wide Combined Overhead Rate.....	190.34%
Combined FCCM.....	.44%
Home Office Overhead Rate.....	199.42%
Home Office FCCM45%
Field Services Rate.....	128.94%
Field Services FCCM.....	.38%

Please feel free to call me at (501) 569-2564 if you have any questions.

Sincerely,


Judy Robertson, CPA
Chief Auditor

RECEIVED

JUL 22 2014

CONSULTANT CONTRACTS
ADMINISTRATOR

ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): GARVER, LLC
- City of Huntsville current taxpayer identification number (if available): 4755
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I.D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>136653 - AL</u> <u>01-0733400 - EIN</u>
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

710309583
AL TAX ID

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: [Signature]
Type or legibly write name: JERRY D. MCCARLEY

Title (if applicable): Regional Office Administrator
Date: 1/6/12

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

OMITTED (N/A TO THIS CONTRACT)

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

Garver, LLC 2015 Hourly Rate Schedule

Classification		2015 Rates
Engineers / Architects		
	M-1	309.00
	E-6	221.00
Scott Leach	E-5	181.00
	E-4	144.00
Andy Dinges	E-3	127.00
	E-2	114.00
Kendall Brown	E-1	94.00
Planners		
	P-2	136.00
	P-1	113.00
Designers		
	D-4	142.00
	D-3	119.00
	D-2	110.00
	D-1	84.00
Technicians		
	T-3	105.00
Amanda Mason	T-2	90.00
	T-1	78.00
Surveyors		
	S-6	168.00
Wade Carpenter	S-5	114.00
	S-4	93.00
	S-3	69.00
Allen Miller	S-2	54.00
	S-1	42.00
	1-Man Crew (Survey)	137.00
M. Storey, S. Few	2-Man Crew (Survey)	165.00
M. Storey, S. Few, R. Byrd	3-Man Crew (Survey)	204.00
	2-Man Crew (GPS Survey)	183.00
	3-Man Crew (GPS Survey)	221.00
Construction Observation		
	C-4	198.00
Jimmy Parton	C-3	157.00
Allen Owens	C-2	115.00
Bob Hood, R. Richards	C-1	85.00
Administration		
	M-1	270.00
	X-4	111.00
Cheryl South	X-3	85.00
	X-2	64.00
P. Bridgeman, L. Conrad	X-1	48.00
Intern		
	I-1	48.00

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____ CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED	_____	_____
SUBCONSULTANTS PAID IN FULL	_____	_____

CONTRACTED COMPLETION DATE: July 31, 2016 _____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO

*If yes, send an electronic copy to the Project engineer

COMMENTS:

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

CONSULTANT _____ DATE _____ CITY PROJECT ENGINEER _____ DATE _____

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER
(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
OMI, Inc. 5151 Research Drive NW Suite A Huntsville, AL 35805	Construction Materials Testing Services	\$74,920.00
	SUB-TOTAL	\$74,920.00
	5% Administrative Fee	\$3,746.00
	TOTAL	\$78,666.00

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
Approval of contractor's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the contractor.	N/A	Article 3.4
Approval of contractor submittals	OWNER	So as to cause no delay to the contractor or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11

Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
Progress Report (Att. 7)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

OTHER DOCUMENTS

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping".

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

OMITTED (N/A TO THIS CONTRACT)

NAME: _____
(Utility Name)

PROJECT NAME: _____ PROJECT NUMBER: _____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE _____ PHONE: _____

I have reviewed design drawings or other information as available, and:

DO _____

DO NOT _____

have facilities that will require relocation. If relocation is required, a construction duration of _____ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY: _____

NAME OF UTILITY: _____

NAME OF UTILITY: _____

OTHER: _____

COMMENTS: _____

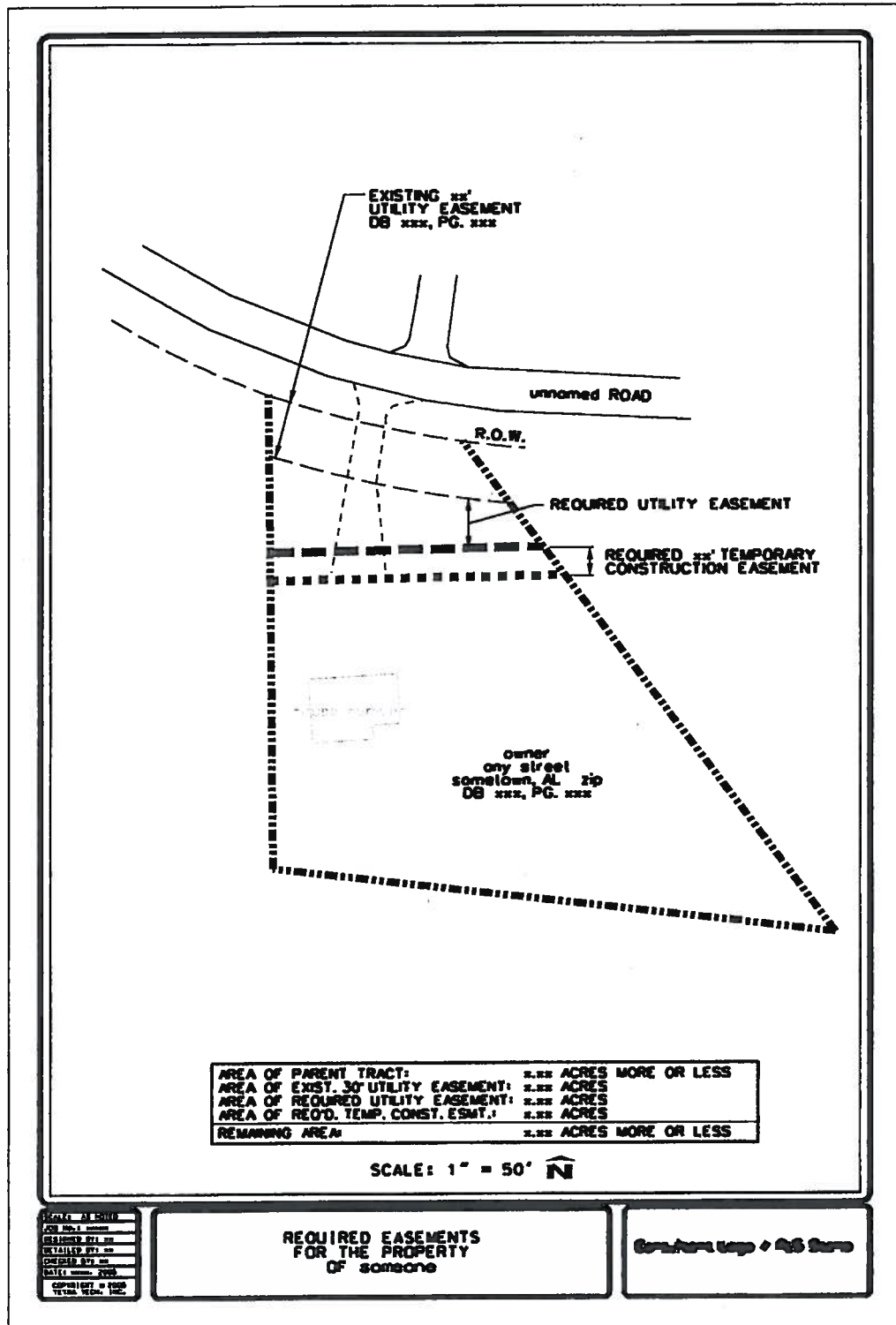
BY: _____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: _____ PHONE: _____
OFFICE CONTACT PERSON: _____ PHONE: _____

DATE: _____

[illegible]

ATTACHMENT 12 **SAMPLE**



ATTACHMENT 13

United States National Map Accuracy Standards

With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:

1. **Horizontal accuracy.** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*
2. **Vertical accuracy,** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*
3. **The accuracy of any map may be tested** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*
4. **Published maps meeting these accuracy requirements** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*
5. **Published maps whose errors exceed those aforesaid** *shall omit from their legends all mention of standard accuracy.*
6. **When a published map is a considerable enlargement** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*
7. **To facilitate ready interchange and use of basic information for map construction** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS

DRAWINGS:

Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
 - Before
 - After
 - Taking
- **All Parcels shall be closed shapes (polygons).**
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
 - Stationing on Centerline
 - Existing Right-of-Way
 - Proposed Right-of-Way
 - Existing Easements
 - Proposed Easements
 - Existing Pavement
 - Proposed Pavement/Sidewalks/Structures
 - Existing Structures
 - Property Ownership

Color Standards

(SAMPLE)

<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

DESCRIPTIONS:

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

GENERAL:

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES

36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						